



201600214

January 25, 2016

Via Hand-Delivery

Mayor John Cranley
Vice Mayor David Mann
President of Council Yvette Simpson
Councilmember P. G. Sittenfeld
Councilmember Chris Seelbach
Councilmember Christopher Smitherman
Councilmember Amy Murray
Councilmember Charlie Winburn
Councilmember Wendell Young
Councilmember Kevin Flynn

City of Cincinnati
City Hall
801 Plum Street
Cincinnati, Ohio 45202

Dear Mayor and Members of Council:

As you may know, Grandin Properties recently acquired the Strietmann Biscuit Company building at the corner of West 12th and Central Parkway. It is our intention to bring new life to that historic building, bringing hundreds of new office jobs to Over-the-Rhine and new life to the street level by including a restaurant use.

While Strietmann is a lot line to lot line building, and has no on-site parking, that initially was not a concern to us from a zoning standpoint. We were aware of the long history of not enforcing strict compliance with the Zoning Code's parking requirements in Over-the-Rhine for both rehabilitated and new buildings. Council had adopted Ordinance 259-2013, which was intended to encourage the continual redevelopment of

NEW SPACES CLASSIC PLACES™

Over-the-Rhine by waiving parking requirements just as they are currently waived in the Downtown Development (DD) district by Section 1411-23 of the Zoning Code. It provides that “parking is not required for the conversion, renovation or change in use of an existing building....”

Of course, from a business standpoint, we need to have parking available for the office tenants. That is why we have entered into an agreement with Washington Park Restoration, LLC, owned by 3CDC, which guarantees us the right to purchase up to 175 parking spaces for use during normal business hours in the nearby Washington Park Garage. And of course the City Center Garage is just across Central Parkway from our building and has ample parking spaces available.

We have presented our plans for the renovation of the Strietmann Building to the Over-the-Rhine Community Council, which has endorsed our plans, including the elimination of any parking requirements.

All of this is why we were surprised when City staff took a very hard position and would require that we have guaranteed control over parking spaces “for the life of the project.” As a result, the Historic Conservation Board failed on a 3-to-3 vote to approve the parking variance.

We have since been advised by several City representatives that the need for a parking variance could be eliminated entirely if the block on which the Strietmann Building is located were zoned Downtown Development, just as the properties to the east and south of our block are zoned. It has also been indicated to us that if we were to reapply to the Historic Conservation Board, demonstrating that a zone change to DD was in the process, it would likely assist us in obtaining Historic Conservation Board approval so that we could move forward with our project now.

As a result, I am requesting that one of you initiate a change of zoning on the block bounded by Charles Street on the south, Elm Street on the east, W. 12th Street on the north and Central Parkway on the west. In addition to the Strietmann Building, there are only two other property owners on the block – Elm Street Parking, LLC and the Shelter House Volunteer Group, Inc., the owner of the site formerly occupied by the Drop Inn Center. The latter site will soon be occupied by the Shakespeare Theatre and the change in zoning would also be a benefit to them.

Thank you for your consideration of this request. Obviously, I am happy to discuss this with you or your staff.

Sincerely,

A handwritten signature in cursive script, reading "MHB / Margaret H. Wyant".

Peg Wyant
President and CEO
Grandin Properties

cc: Matthew Shad, Esq.
Marion Haynes, Esq.
Historic Conservation Board Members c/o Angie Strunc, Interim Urban Conservator

GUARANTEED PARKING SPACE AGREEMENT

This Guaranteed Parking Space Agreement (hereinafter "Lease" or "Agreement") is made and entered into by and between Washington Park Restoration, LLC, a(n) Ohio Limited Liability Company, its successors and assigns as owner of the Premises (as hereafter defined), collectively hereinafter called Landlord, and Grandin Company, Ltd., a(n) Ohio Limited Liability Company, its successors and assigns, collectively hereinafter called Tenant.

WITNESSETH:

That Landlord does hereby grant privilege to Tenant the right to access such number of spaces for purposes of contracted month parking as Tenant may from time to time request parking spaces located within the Premises, Washington Park Garage, with a location of 1310 Elm Street, Cincinnati, Ohio 45202 (hereinafter "Premises").

Base Term: This Agreement shall be for the base term of five (5) years, commencing upon the receipt of Tenant's certificate of occupancy in the Strietmann Biscuit Company Building and ending on the first (1st) day of the month following the expiration of the fifth (5th) anniversary of the commencement date. The Landlord and Tenant agree to execute a memorandum documenting the commencement date promptly after it has been established.

Renewal: At the conclusion of the base term, Tenant may renew this Lease for an additional five (5) years, at the terms of rate and payment set forth below. At the conclusion of this initial renewal period, Tenant may renew for an additional five (5) years at the terms of rate and payment set forth below. "Term" shall be deemed to include the base term and any renewal terms.

Number of Spaces: During the base term and prior to July 18, 2018, Tenant shall have the option to purchase up to 100 spaces at the parking rates defined within this Agreement. After July 18, 2018, Tenant shall have the right to purchase an additional 75 spaces at the same rate as the original 100, for a total of a right to 175 spaces within the Premises.

Business Hours/Use Restrictions: Parking passes purchased from Landlord shall be eligible for use during "Normal Business Hours," which are currently defined as Monday through Friday, from 6:00 a.m. to 6:00 p.m. Federal holidays are not considered Normal Business Hours. Passes will not be functional outside of Normal Business Hours. Should a customer need to access the garage outside of these hours, the customer should contact a garage attendant to assist in payment for access outside of Normal Business Hours.

Parking Rate and Payment: Tenant agrees to pay Landlord per monthly parking space. The cost per space will be the market price at the time Tenant receives certificates of occupancy, presently estimated to be one-hundred dollars (\$100) per contracted parking pass.

Increases: During the base term, on January 1 of each year, with 30 days written notice from Landlord, Landlord may increase the monthly rate charged to Tenant. Any annual rate increase shall not exceed Five percent (5%) of the prior calendar year parking charge. At the conclusion of the base term, Landlord shall reassess the market rate and will charge the reassessed market rate to Tenant for the entire number of spaces Tenant chooses to purchase from Landlord. Thereafter, on January 1 of each year during the first renewal term, and with 30 days written notice to Tenant, Landlord may increase the monthly rate charged to Tenant, not to exceed 5% of the prior calendar year parking charge.

Relocation: At any time during the base term or renewal term, Landlord may relocate all or a portion of the parking spaces assigned to Tenant to any covered parking garage located within the radius defined in Exhibit A. If Landlord wishes to relocate Tenant, Landlord shall ensure that parking rates and availability are as guaranteed in this Agreement. Relocated parking will be managed by 3CDC in a manner comparable to Washington Park.

Third-Party Parking Management: Landlord may, at its sole discretion, enter into a management agreement with any third-party parking management company to manage the Premises. If Landlord chooses to enter into any such agreement, Landlord shall force upon the third-party management company the terms outlined in this Agreement.

Completion/Commencement Guarantee: Tenant grants to Landlord that construction of the Strietmann Biscuit Company Building shall commence by 7/15/16, and construction will be substantially completed by 1/15/18. If these conditions are not met, this agreement shall be rendered null and void.

Termination: At any time throughout the term of this Agreement, Tenant may terminate this Agreement by providing written notice at least thirty (30) days prior to the cancellation date.

Hold Harmless: Tenant agrees to hold Landlord harmless from any and all claims, which may arise from, on, in, or about the leased Premises and related to or arising out of Tenant's breach of this Agreement respective employees, agents, licensees, or invitees, unless provided otherwise herein.

Notices: All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the Landlord at:

 (Name)
 Washington Park Restoration, Inc.
 1203 Walnut Street
 4th Floor
 Cincinnati, Ohio 45202
 (Email: _____)

With a copy to:

 3CDC
 1203 Walnut Street
 4th Floor
 Cincinnati, Ohio 45202
 (Email: _____)

If to Tenant, notices shall be sent to:

Peg Wyant
1308 Race Street
Cincinnati, Ohio 45202
513-871-7110
peg@grandinproperties.com

With a copy to:

Kathy Meier
1308 Race Street
Cincinnati, Ohio 45202
513-871-7110
kathy@grandinproperties.com

or to any subsequent address which the Landlord or Tenant may designate for such purpose. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

Non-Recourse to Owner's Member/Shareholder: This Agreement is and shall be, in the absence of fraud or willful misconduct by Owner, non-recourse to the sole member or shareholder of Owner, Cincinnati Center City Development Corporation ("3CDC"), and to the managers, members, directors, officers, agents and representatives of 3CDC. This section is of the essence of this Agreement and Owner would not have entered into this Agreement but for its inclusion.

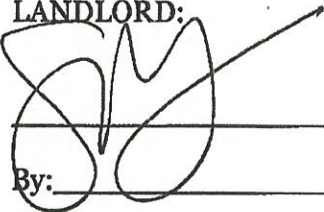
Default by Tenant: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (a) The failure by Tenant to make any payment of rent required to be made by Grantee hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after Grantor notifies Tenant and its mortgagee(s) in writing of such failure; or (b) the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant and its mortgagee(s); provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant or its mortgagee(s) commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

Memorandum of Lease: Tenant may record a memorandum of this Lease in the Hamilton County Recorder's office. Landlord agrees to execute a memorandum of lease in recordable form giving notice of such terms as Tenant may reasonably request.

IN WITNESS WHEREOF, this Lease has been duly executed in two (2) counterparts, each of which constitutes a separate and binding agreement.

Dated: 1/24/16

LANDLORD:


By: _____

TENANT:

Granden Company LTD
By: Maya A Bryant
Manager

